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BEFORE THE

MAY 25 1993

Federal Communications Commission

7-7-93

station on the same frequency in Arkansas City, KS. Robert V. Clark and LRC have entered into the attached Agreement, which contemplates the dismissal with prejudice of the LRC application, in return for monetary payment reimbursing LRC for its expenses, as permitted by FCC rules. The Agreement is executed by principles of both parties. Effectiveness of the Agreement is expressly conditioned upon prior Commission approval thereof, and grant of the Robert V. Clark application.

2. Robert V. Clark and LRC, in declarations attached as Exhibits B and C, respectively, have stated under penalty of perjury that neither party filed its application for the purpose of negotiating or reaching a settlement agreement, and state why the approval of the agreement serves the public interest. Approval of the Agreement, and dismissal of the LRC application, will simplify this proceeding, speed its resolution, and provide for a new FM service to Arkansas City. The LRC declaration, Exhibit C, also provides an itemization of the expenses it has incurred in the prosecution of its application. This demonstrates that the sum LRC will be paid is less than the out-of-pocket expenses incurred in the filing, preparation and prosecution (including the costs related to settlement) of its application.

3. Grant of this settlement is fully consistent with the objectives of Section 307(b) of the Communications Act of 1934, as amended. The grant of the Robert V. Clark application will bring a new local broadcast service to the community of Arkansas City.

4. The Commission is requested to expedite its processing of the Robert V. Clark application so that it may be granted contemporaneously with action on the Settlement

~~Agreement. The grant of Robert V. Clark application will insure the rapid~~

Commission approve the Settlement Agreement, dismiss, with prejudice, the application of LRC, and promptly grant the pending application of Robert V. Clark.

Respectfully submitted,

ROBERT V. CLARK

A handwritten signature in black ink, appearing to read 'R. V. Clark', is written over a horizontal line.

Commission approve the Settlement Agreement, dismiss, with prejudice, the application of LRC, and promptly grant the pending application of Robert V. Clark.

Respectfully submitted,

ROBERT V. CLARK

By

Ron Baptist, Consultant for LRC

Federal Communications Services
51 Walden Pond Drive
Nashua, NH 03060

By

Robert V. Clark
Robert V. Clark

Home National Bank
P.O. Box 1047
Arkansas City, KS 67005

LAND RUSH COMMUNICATIONS

By

Eldon Hestand

Commission approve the Settlement Agreement, dismiss, with prejudice, the application of LRC, and promptly grant the pending application of Robert V. Clark.

Respectfully submitted,

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Arkansas City, KS 67005

LAND RUSH COMMUNICATIONS

By

Eldon Hestand
Eldon Hestand

EXHIBIT A

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made this 21st day of May 1993, by and between Robert V. Clark and Land Rush Communications (LRC).

WHEREAS, Robert V. Clark has applied to the Federal Communications Commission (the "Commission") for authority to construct a new FM broadcast station (the "Station") on Channel 273A at Arkansas City, KS (File No. BPH-910708MD); and

WHEREAS, LRC has applied to the Commission for authority to construct facilities on the same channel at Arkansas City, KS (File No. BPH-910705MK); and

~~WHEREAS, Robert V. Clark's application is currently pending with the Commission and~~

- (a) approve this Agreement, and
- (b) dismiss the LRC Application with prejudice; and
- (c) grant the Robert V. Clark Application.

The Parties shall file with the Joint Petition a copy of this Agreement together with all supporting documentation required by Section 73.3525 of the Commission's Rules.

2. Clark agrees to pay LRC by cashier's check or by wire transfer to LRC or its designee, as consideration for the foregoing and for the performance of the obligations of Land Rush Communications the sum of Six Thousand Seven Hundred and Twenty Five Dollars (\$6,725), or such lesser sum as approved by the Commission as being the total amount of the documented bona fide expenses which LRC incurred directly in connection with the preparation, filing and the prosecution of its application, and in connection with reaching this settlement with Robert V. Clark, and to which it is entitled to reimbursement under Commission rules and Policies (the "Settlement Sum"). The parties agree to be bound by the judges determination as to the amount of such expenses which are reimbursable to LRC under Commission rules and policies. Robert V. Clark shall deposit Six Thousand Seven Hundred and Twenty Five Dollars (\$6,725) into an Escrow Account within twenty (20) days of this Agreement. Payment of the Settlement Sum shall be made from the Escrow Account ten (10) business days following the date on which an order or opinion of the Commission granting the Robert V. Clark Application becomes a Final Order. For purposes of this Agreement, a "Final Order" is an order that is no longer subject to administrative or judicial reconsideration, review, appeal or stay under applicable statutes and regulations. Any remaining sums in the Escrow Account shall be returned to Robert V. Clark.

3. No payments, other than the Settlement Sum specified in Paragraph 2, shall be made to LRC, and such sum shall be due only upon the tenth (10th) business day following finality of a grant of the Clark application.

4. Recognizing that this Agreement is expressly subject to the prior consent of the Commission and the need for Commission approval prior to its consummation, Robert V. Clark and LRC shall cooperate with each other and with the Commission by expeditiously providing to each other or to the Commission, or both, all additional information that may be necessary or appropriate to comply with Section 13.3525 of the Commission's Rules. The Parties agree to provide the Commission in a timely manner with such information as it reasonably requests. The Parties further agree to use their best efforts in the preparation and filing of all Commission applications and related documents that may be necessary or appropriate to reach the result contemplated by Paragraph 1 of this Agreement. LRC agrees that it will provide all documentation necessary to support its request for reimbursement.

5. The obligations of the Parties are expressly conditioned upon Commission approval of this Settlement Agreement dismissing the LRC Application with prejudice and granting the Robert V. Clark Application, and upon such actions becoming a Final Order within the meaning of Paragraph 3. In the event these actions do not become a Final Order within one year from the date of submission of this Settlement Agreement and the Joint Petition to the Commission, either party may, at its option, terminate this Agreement, and in that event the proceeding will be restored to its prior status.

6. This Agreement is the only agreement between the Parties hereto and contains all of the terms and conditions agreed upon with respect to the subject matter hereof and cannot be amended or modified except by an instrument in writing signed by the

Parties. This Agreement shall be binding upon and insure to the benefit of the Parties, their successors, and assigns. Each party warrants to the other that it has full power and authority to enter into this Agreement, and to perform its obligations hereunder. The Parties further represent and warrant that they are not under any restrictions, contractual or otherwise, which prevent or preclude them from entering into this Agreement and from carrying out their obligations hereunder.

7. The Parties agree that this Agreement may be executed in counterparts, all of which together shall constitute one and the same instrument.

8. This Agreement shall be construed under the laws of the State of Kansas.

9. Specific performance shall be available as a remedy for breach of this Agreement in addition to other legal or equitable remedies available under this Agreement or under the laws of the State of Kansas.

10. A notice, request, statement or other communication to be given hereunder will be in writing and will be sent by first-class mail, postage prepaid to the party as follows:

If to:

Robert V. Clark
Home National Bank
P.O. Box 1047
Arkansas City, KS 67005
Fax #: 316-442-4049

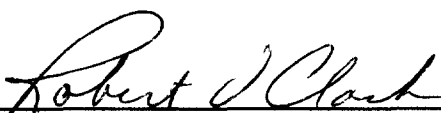
with a copy to:

Land Rush Communications
Eldon Hestand
Scott Morris
Route 3, Box 16
Arkansas City, KS
Fax #: 316-442-4522

or to such other address or to such other person as either party may designate by notice given in writing. Any notice, request, statement, or other communication will be deemed to have been given three days after it was mailed.

IN WITNESS WHEREOF, the Parties have affixed their signatures to this Agreement on the date(s) indicated below.

ROBERT V. CLARK


Robert V. Clark, President

Date: 5-24, 1993

LAND RUSH COMMUNICATIONS

Eldon Hestand

Date: _____, 1993

Scott Morris

Date: _____, 1993

John McVey

Date: _____, 1993

or to such other address or to such other person as either party may designate by notice given in writing. Any notice, request, statement, or other communication will be deemed to have been given three days after it was mailed.

IN WITNESS WHEREOF, the Parties have affixed their signatures to this Agreement on the date(s) indicated below.

ROBERT V. CLARK

Robert V. Clark, President

Date: _____, 1993

LAND RUSH COMMUNICATIONS

Eldon Hestand
Eldon Hestand

Date: May 22, 1993

Scott Morris
Scott Morris

Date: May 22, 1993

John McVey
John McVey

Date: May 23, 1993

EXHIBIT B

DECLARATION

I, Robert V. Clark, hereby declare under penalty of perjury:

1. The application of Robert V. Clark for a new station at Arkansas City, KS was not filed for the purpose of causing a settlement.
2. Other than as set forth in the Settlement Agreement with LRC, Robert V. Clark has neither promised nor paid that group any consideration for the dismissal of its application.
3. A grant of the settlement will be in the public interest as it will expedite service to the residents of the Arkansas City area.


Robert V. Clark

Date: 5-24-93

EXHIBIT C

DECLARATION OF NO CONSIDERATION

I, Eldon Hestand, under penalty of perjury, hereby declare as follows:

1. I am President of Land Rush Communications, Arkansas City, KS, an applicant for a new FM station at Arkansas City, KS (File No. BPH-910705MK).
2. Land Rush Communications has entered into a Settlement Agreement with Robert V. Clark, a mutually exclusive applicant for a new FM station at Arkansas City, KS (File No. BPH-910708MD).
3. In accordance with the Settlement Agreement, which is subject to the approval of the Federal Communications Commission, Land Rush Communications will receive up to \$6,725 as reimbursement of fees and expenses incurred in the preparation, filing, prosecution and settlement of its application. Neither Land Rush Communications nor any of its directors have been directly or indirectly paid or promised any consideration for the dismissal of the Land Rush application, except as provided in the Settlement Agreement.
4. Land Rush believes that approval of the Settlement Agreement between itself and Robert V. Clark will serve the public interest by resolving the mutually exclusivity between their applications, avoiding the necessity of a comparative hearing, conserving the resources of the parties and the Commission, and bringing a new service to Arkansas City, KS in a more expeditious fashion.
5. Land Rush Communications' application was not filed for the purpose of reaching or carrying out such settlement agreement.

Executed: May 22, 1993

Eldon Hestand
Eldon Hestand

DECLARATION CONCERNING EXPENSES

I, Michael S. Morris, under penalty of perjury, hereby declare that the following statements are true and correct.

1. I am a general partner for Land Rush Communications (LRC), Arkansas City, Kansas.

2. LRC retained Evans Associates, consulting engineer, to advise and prepare the technical portion of our application for a new FM station to operate on Channel 273A at Arkansas City, Kansas. LRC was billed and has paid \$2956.00 for these engineering services.

3. LRC also incurred the following expenses related to completion of its application and preparation for possible comparative hearing.

* FCC New FM Application Fee.....	\$2030.00
* Maps - Cowley County, KS - Tower Site.....	\$ 10.00
* Garry Smith Professional Engineers - Determination of Tower Site Coordinates.....	\$ 30.00
* Postage.....	\$ 35.61
* Publication Of Public Notice in The Arkansas City Traveler newspaper.....	\$ 61.56
* Phone Calls.....	\$ 100.41
* Downtown Copy Center - Washington, DC Copy of Robert V. Clark Application.....	\$ 26.25
* Miscellaneous.....	\$ 63.15

LRC was billed and has paid these expenses totaling \$2293.83.

4. LRC incurred additional expenses of \$1500.00 for retaining Federal Communications Services to act as our representative in settlement negotiations.

5. All of the expenses identified above have been paid and total in excess of \$6725.00. LRC will provide receipts and canceled checks to verify these expenses if requested.


Michael S. Morris

Executed May 22, 1993